

EXHIBIT U

CERTIFICATION

I, Scott R. Ostericher, do hereby certify that I am the AVP, Claim Operations, Claims of Mt. Hawley Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and that to the best of my knowledge the attached is a true and correct copy of Policy No. EMX0316178 (03/09/2012-03/09/2013) issued to Named Insured Vanquish Contracting Corp.



A handwritten signature in blue ink that reads "Scott R. Ostericher". The signature is written in a cursive style and is positioned above a horizontal line.

Scott R. Ostericher, AVP, Claim Operations, Claims

Dated at Peoria, Illinois this 10th day of April, 2019.

**Mt. Hawley Insurance Company**

Peoria, Illinois 61615

(herein called the "Company")

EXCESS LIABILITY POLICY**DECLARATIONS****NO. EMX0316178****PRODUCER****Morstan General Agency****PO Box 4500****Manhasset, NY 11030****RENEWAL OF EMX0314544****ITEM 1. NAMED INSURED AND ADDRESS** (No., Street, Town or City, State)**Vanquish Contracting Corp.****52-15 11th Street****Long Island City, NY 11101****NAMED INSURED IS**☐ Individual☒ Corporation☐ Partnership☐ Joint Venture☐ Other:**Item 2. POLICY PERIOD** (Mo./Day/Yr.)FROM **03/09/2012** TO **03/09/2013**12:01 A.M. Standard Time at the address of the **Named Insured** as stated herein.**Item 3. PREMIUM COMPUTATION**Advance Premium \$ **████**

Estimated Exposure N/A

Rate \$ N/A

Minimum Premium \$ N/A

Premium Basis N/A

Audit Period N/A
(annual unless noted)

Item 4. The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific limit or limits of liability. As respects such coverages this policy shall apply as excess of the Underlying Insurance Limits of Liability and the Company shall be liable only for the Company Limits of Liability as shown below.

COVERAGES	SECTION I COMPANY LIMITS OF LIABILITY		SECTION II UNDERLYING INSURANCE LIMITS OF LIABILITY
A. Bodily Injury - Automobile	\$	Each Occurrence	\$
B. Bodily Injury - Other Than Automobile	\$ \$	Each Occurrence Aggregate	\$ \$
C. Property Damage - Automobile	\$	Each Occurrence	\$
D. Property Damage - Other Than Automobile	\$ \$	Each Occurrence Aggregate	\$ \$
E. Combined Single Limit Bodily Injury and Property Damage - Automobile	\$	Each Occurrence	\$
F. Combined Single Limit Bodily Injury and/or Property Damage - Other Than Automobile	\$ 5,000,000 \$ 5,000,000 \$ 5,000,000	Each Occurrence General Aggregate Products/Completed Operations Aggregate	\$ 1,000,000 \$ 2,000,000 \$ 2,000,000
G. Other	\$ \$ \$ \$		\$ \$ \$ \$

Item 5. SCHEDULE OF UNDERLYING INSURANCE Insurer, Policy Number and Dates

Endurance American, On file with company, 03/09/2012 - 03/09/2013

Item 6. FORMS AND ENDORSEMENTS ATTACHED AND MADE A PART OF THIS POLICY AT ISSUE

See attached RIL 100 Schedule of Endorsements

Countersigned by _____

Authorized Representative

Commercial Coverage Schedule of Endorsements

The following is a listing of endorsements by Form Number and Title that form a part of the policy at issue.

MXL 130 (12/91)	Commercial Excess Liability Policy Dec
RIL 100 (06/98)	Commercial Coverage Schedule of Endorsements
MXL 131 (05/97)	Commercial Excess Liability Policy
CUP 467 (06/03)	Absolute Exclusion - Lead
CUP 476 (08/08)	Amendment Of General Aggregate Limits Of Insurance
CUP 313 (05/02)	Automobile Liability Exclusion
CUP 440 (05/02)	Breach Of Contract Exclusion
CUP 321 (05/02)	Contractors Limitation Occurrence
CEE 433 (08/10)	Colorado Contracting Exclusion
CUP 439 (05/02)	Continuous Or Progressive Injury And Damage Exclusion
CUP 468 (06/03)	Discrimination Exclusion
CUP 399 (05/02)	Earth Movement Exclusion
CUP 447 (05/02)	EIFS Exclusion
CUP 333 (05/02)	Employers Liability Exclusion
CEE-251 (11/91)	Employment Discrimination and Employment-Related Practices Exclusion
CUP 481 (04/09)	Exclusion - Residential Developments
CUP 357 (05/02)	Liquor Liability Exclusion
CEE-419 (06/02)	Mold, Mildew and Fungus Exclusion
CEE 431 (01/09)	New York Changes
CUP 904 (05/02)	Punitive Damages Following Form
CUP 437 (05/02)	Silica Exclusion
RIL 099 (01/01)	Service of Suit Endorsment
RIL 2126 (10/01)	Exclusion--Terrorism

COMMERCIAL EXCESS LIABILITY POLICY (Occurrence Form)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as an insured person under the terms of the **underlying insurance**.

Other words and phrases that appear in bold print have special meaning. Refer to Section II., **DEFINITIONS**.

In consideration of the payment of premium, in reliance upon the statements in the Declarations and Schedule of Underlying Insurance which are made a part of this policy, and subject to the terms, conditions and exclusions of this policy we agree with you as follows:

I. INSURING AGREEMENT

A. Coverage

Subject to the other provisions of this policy, we will pay on behalf of the insured the insured's **ultimate net loss** if such loss results from an occurrence insured by the policies designated in the Declarations as **underlying insurance**. However, the insurance afforded by this policy shall apply: (a) only in excess of the **underlying insurance**; (b) only after the **underlying insurance** has been exhausted by payment of the limits of liability of such insurance; and (c) only if caused by an occurrence which takes place during the policy period and anywhere in the world; provided however, if suit is brought, such suit is brought in the United States, its territories or possessions, or Canada. If the **underlying insurance** does not pay a loss, for reasons other than exhaustion of an aggregate limit of liability, then we shall not pay such loss.

This policy, except where provisions to the contrary appear herein, is subject to all of the conditions, agreements, exclusions, and limitations of

and shall follow the **underlying insurance** in all respects. This includes changes by endorsement.

B. Defense and Expense of Claims and Suits

1. We shall not be obligated to assume charge of or participate in the settlement or defense of any claim made, or suit brought, or proceedings instituted against the insured. However, we shall have the right and opportunity to be associated with the insured in the defense of any claim, suit or proceeding which, in our opinion, may create liability under the terms of this policy. If we assume such right and opportunity, we shall not continue to defend or participate in the defense of any claim or suit after the applicable limit of liability of this policy has been exhausted.
2. We shall not pay any expenses except as follows:
 - a. If the insured is legally liable for interest which accrues on a judgment after the entry of the judgment and before we have paid, offered to pay, or deposited in court the amount of the judgment to which this policy applies, then we will pay the interest on the amount of the judgment to which this policy applies.
 - b. If an expense is incurred directly by us and solely at our discretion, then we will pay such expense.
 - c. If a payment for damages is made under this policy, then we will pay related pre-judgment interest for which the insured is legally liable, provided:
 - i. the **underlying insurance** pays pre-judgment interest; and
 - ii. our share of prejudgment interest shall not exceed the proportion that payment for damages under this policy bears to the total damages determined by final judgment or settlement.

3. Subject to all of the foregoing:

- a. If the defense expense payments are included within the limit of liability of the **underlying insurance** by the terms of that policy, then any such expense payment we make shall reduce the limit of liability of this policy.
- b. If the **underlying insurance** does not include defense expense payments within its limit of liability by the terms of that policy, then any such expense payment we make shall not reduce the limit of liability of this policy.

C. Limits of Liability

1. The limit of liability stated in Section I of Item 4. of the Declarations as applicable to "each person," and "each occurrence" shall be the total limit of our liability for all **ultimate net loss** sustained by any one person or as the result of any one occurrence as applied to the appropriate coverage.
2. Subject to the limit of liability for "each person" or "each occurrence":
 - a. The limit of liability stated in Item 4. of the Declarations as "aggregate" or "general aggregate" for the appropriate coverage is the most we will pay during each policy period for all **ultimate net loss** for such coverage, except **ultimate net loss** because of injury and damage included in the "products/completed operations hazard"; and
 - b. The limit of liability stated in Item 4. of the Declarations as "products/completed operations aggregate" is the most we will pay during each policy period for all **ultimate net loss** because of injury and damage included in the "products/completed operations hazard."
3. This insurance shall apply only as excess of the **underlying insurance** limits of liability shown in Section II of Item 4. of the Declarations. However, if the limit of liability of the **underlying insurance** shown in Section II of Item 4. of the Declarations has been reduced or exhausted because of payments for an

occurrence which took place during our policy period, then this policy shall apply as excess of such reduced limit of liability of the **underlying insurance**.

II. DEFINITIONS

- A. **Ultimate net loss** means all sums actually paid, or which the insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded under this policy, after proper deduction for all recoveries or salvage.

Ultimate net loss shall include defense expense payments made by the insurer of the **underlying insurance**, provided that such expenses are included within the limit of insurance of the **underlying insurance** by the terms of that policy.

- B. **Underlying insurance** means the policy or policies of insurance scheduled per Item 5. of the Declarations.

III. EXCLUSIONS

Regardless of whether or not such coverage is afforded by any **underlying insurance**, this policy does not apply:

A. POLLUTION

1. Advertising injury, bodily injury, personal injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
 - a. that are, or that are contained in any property that is:
 - (1) being moved from the place where such property or pollutants are accepted by an insured for movement into or onto an automobile;
 - (2) being transported or towed by an automobile;
 - (3) otherwise in the course of transit by or on behalf of an insured;
 - (4) being stored, disposed of, treated or processed in or upon an automobile; or

- (5) being moved from an automobile to the place where such property or pollutants are finally delivered, disposed of or abandoned by an insured;
- b. at or from any premises, site or location which is or was at any time, owned or occupied by, or rented or loaned to, any insured;
- c. at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- d. which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom any insured may be legally responsible; or
- e. at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations;
- (1) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
- (2) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of pollutants.

Paragraphs **1.a.(4)** and **1.b.** through **1.e.** above do not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an automobile or its parts, if the pollutants escape, seep or migrate or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such pollutants.

Paragraphs **1.b.** through **1.e.** above do not apply to pollutants not in or upon an automobile if:

- a. the pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of an automobile;

- b. the discharge, dispersal, seepage, migration, release or escape of the pollutants is caused directly by such upset, overturn or damage; and
- c. the bodily injury or property damage is not otherwise excluded under paragraph **1.a.** of this exclusion.

Paragraph **1.e.(1)** above does not apply to bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Paragraphs **1.b.** and **1.e.(1)** above do not apply to bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire.

- 2. any loss, cost or expense arising out of any:
 - a. request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - b. claim or suit by or on behalf of any governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

As used in this exclusion:

- 1. "hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be; and
- 2. "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, reclaimed or disposed of.

B. NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM) -

This policy does not apply:

1. Under any Liability Coverage, to **ultimate net loss:**

- a.** with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- b.** resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any Medical Payment Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **ultimate net loss resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;**

3. Under any Liability Coverage, to **ultimate net loss resulting from the hazardous properties of nuclear material, if:**

- a.** the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
- b.** the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

- c.** the loss arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility. If such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 3. applies only to **ultimate net loss** to such nuclear facility and any property thereat.

As used in this policy:

hazardous properties include radioactive, toxic or explosive properties;

nuclear material means source material, special nuclear material or by-product material;

source material, special nuclear material and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

waste means any waste material (1) containing by-product material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

nuclear facility means:

(a) any nuclear reactor;

(b) any equipment or device designed or used for: (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25

grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

ultimate net loss includes all forms of radioactive contamination of property.

- C. ASBESTOS - to any and all liability for bodily injury, sickness or disease, sustained by a person, including death at any time resulting therefrom, or for any occupational disease, or for property damage, for past, present or future claims arising in whole or in part, either directly or indirectly, including but not limited to claims arising from the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, or exposure to, asbestos or products containing asbestos. This exclusion applies whether or not the asbestos is or was at any time airborne as fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion, or found in any form whatsoever.

IV. CONDITIONS

- A. APPEAL - In the event you or any underlying insurer elect not to appeal a judgment in excess of the amount of any **underlying insurance**, we may elect to appeal. Our limit of liability shall not be increased because of such appeal. Any appeal we elect to make will be at our cost and expense.
- B. ASSIGNMENT - Your interest in this policy may not be transferred to another; except by an endorsement issued by us which gives our consent. If you die, this policy shall apply: (1) to your legal representative, but only while acting within the scope of their duties as such; and (2) with respect to your property, to the person having proper

temporary custody as an insured, but only until the appointment and qualification of the legal representative.

- C. CHANGES - This policy may be changed only by an endorsement issued to form a part of the policy. Any endorsement must be signed by our duly authorized representative. Notice to you or to our agent or knowledge possessed by us, by our agent or by any other person shall not affect a waiver or a change in any part of this policy. Nor will such notice or knowledge prevent us from asserting any right under the terms of this policy.

D. CANCELLATION -

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us or any of our authorized agents advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. Sixty (60) days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be computed at ninety percent (90%) of pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT -

You must see to it that we receive prompt written notice of an occurrence which may result in a claim under this policy. Notice should include how, when and where the occurrence took place. The names and addresses of any injured persons and witnesses must be included.

If a claim is made or suit brought against any insured, you must see to it that we receive prompt written notice of the claim or suit.

You and any other insured involved must:

1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
2. authorize us to obtain records and other information;
3. cooperate with us in the investigation, settlement, or defense of the claim or suit; and
4. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

It is a requirement of this policy that you do not make any admission of liability. You shall not, unless we agree, incur any expense or make any payment. If you do, such liability, expense or payment will be at your own cost.

F. BANKRUPTCY OF THE UNDERLYING INSURER - In the event of the bankruptcy or insolvency of the insurer of any **underlying insurance**, the insurance afforded by this policy shall not replace such **underlying insurance**. Rather, this policy shall apply in the same manner as though such **underlying insurance** were available and collectible.

G. MAINTENANCE OF UNDERLYING INSURANCE - You agree to maintain all **underlying insurance** in full force and effect as scheduled in the Declarations and Schedule of Underlying Insurance at the inception of this policy and during our policy period except for reduction of aggregate limits of

liability by payment of losses. If any **underlying insurance** is not maintained in full effect by the insured, or if there is any material change in the terms, conditions or scope of coverage, by endorsement or otherwise, of any **underlying insurance**, the insurance afforded by this policy shall apply in the same manner as though such **underlying insurance** had been in full effect, so maintained and unchanged. You agree to notify us promptly if any **underlying insurance** is cancelled or terminated.

H. PREMIUM - Premiums for this policy shall be stated in the Declarations and computed in accordance with our rules, rates, rating plans, premiums, and minimum premiums applicable to this insurance. If this policy is issued for a period in excess of one year, the premium for this policy may be revised on each annual anniversary. Any such revision will be in accordance with our manuals in effect at that time.

If the policy is issued on other than an audit basis, the Advance Premium becomes the policy premium, subject to the Minimum Premium shown in the Declarations.

If the policy is issued on an audit basis, the premium designated on the Declarations page as Advance Premium shall be credited to the amount of earned premium due at the end of the policy period. At the close of each audit period, the earned premium shall be computed for such period. Upon notice to you, it shall become due and payable. If the total earned premium exceeds the Advance Premium previously paid, the amount by which the earned premium exceeds the Advance Premium shall be due and payable to us by you. In no case shall the earned premium be less than the Minimum Premium shown on the Declarations page.

You shall maintain records of such information as is necessary for premium computation. You shall send copies of such records to us at the end of this policy period. You shall also send us copies of such records at such times during the policy period as we may direct.

I. LEGAL ACTION AGAINST US - No legal action shall be brought against us unless the insured has fully complied with all terms of this policy. In addition, no legal action shall be brought against

us until the amount of the insured's obligation to pay has been finally determined. The insured's obligation to pay must be finally determined either by judgment against the insured after actual trial or by written agreement between us, the insured and the claimant.

- J. CONFORMITY - Terms of this policy which are in conflict with the laws of the state wherein this policy is issued are hereby amended to conform to such laws.
- K. OTHER INSURANCE - If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, other than insurance that is specifically excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance.
- L. SUBROGATION - In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

- M. SALVAGE - All salvage, recoveries, or payments recovered or received subsequent to a loss

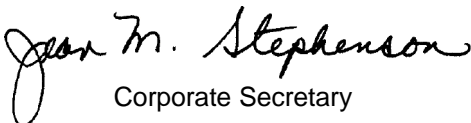
settlement under this policy shall be applied as if recovered or received prior to such settlement. All necessary adjustments shall then be made between the insured and us. Nothing in this clause shall be construed to mean that losses under this policy are not recoverable until the insured's **ultimate net loss** has been finally ascertained.

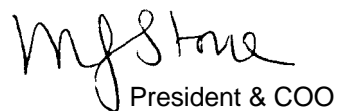
- N. INSPECTION AND AUDIT - We shall be permitted but not obligated to inspect your property and operations at any time. Neither our rights to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe.

We may examine and audit your books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- O. SEPARATION OF INSUREDS - Except with respect to the limits of liability this insurance applies as if each Named Insured were the only Named Insured and separately to each insured against whom claim is made or suit is brought.
- P. PAYMENT OF LOSS - It is a condition of this policy that the insurance afforded under this policy shall apply only after the **underlying insurance** has been exhausted by payment of its limits of liability. Upon final determination by settlement, award or verdict of the liability of the insured, we will promptly pay you as you shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by us within thirty (30) days after they are respectively claimed and proof of loss filed with us in conformity with this policy. Bankruptcy or insolvency of the insured shall not relieve us of any of our obligations hereunder.

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary, but the same shall not be binding upon us unless it has been countersigned on the Declarations page by a duly authorized agent of ours.


Corporate Secretary


President & COO

Mt. Hawley Insurance Company
Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION - LEAD

This insurance does not apply to "bodily injury," "property damage," "personal injury," "advertising injury," or medical payments arising out of:

1. the ingestion, inhalation or absorption of lead in any form or to any obligation of the insured to indemnify another and/or contribute with another because of damages arising out of, or as a result of such "bodily injury," "property damage," "personal injury," "advertising injury," or medical payments;
2. any supervision, instructions, recommendations, notices, warnings, or advice given or which should have been given in connection with the manufacturing, selling, renting and/or distributing of lead or products or premises containing lead;
3. removal of lead or products containing lead, including "property damage" in the course of removing lead;
4. any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
5. any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages, because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

In addition, we shall not be obligated to investigate, to pay any claim or judgment or to defend any "suit" for "bodily injury," "property damage," "personal injury," "advertising injury," or medical payments caused by, resulting from or arising out of the ingestion, inhalation or absorption of lead in any form.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Mt. Hawley Insurance Company
Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF GENERAL AGGREGATE LIMITS OF INSURANCE

The following provision replaces:

Part **C.1** of **Section II. LIMITS OF INSURANCE** of the Commercial Umbrella Policy or

Part **C.2.a** of **Section I. INSURING AGREEMENT** of the Commercial Excess Liability Policy,

whichever is applicable:

Subject to the Limit of Liability for each occurrence:

- 1)** The limit of liability stated in the Declarations as the "aggregate" or "general aggregate" applies separately over each "general aggregate" Limit of insurance provided by the "schedule of underlying insurance" and is the most we will pay during each policy period for "ultimate net loss" arising out of all "occurrences" subject to that general aggregate limit, except for "ultimate net loss":
 - a.** Arising out of the "products-completed operations hazard"; or
 - b.** Arising out of the ownership, maintenance, use, operation, "loading or unloading," or entrustment to others of an "auto."

The Limits of Liability and aggregates shown on the Declarations apply to the entire policy period regardless of the length of the policy period.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: EMX0316178

Mt. Hawley Insurance Company
Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMOBILE LIABILITY EXCLUSION

This policy does not apply to any liability arising out of the ownership, operation, maintenance, use, "loading or unloading" or entrustment to others of any "auto."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto" that is owned or operated by or rented or loaned to any insured.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Mt. Hawley Insurance Company
Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BREACH OF CONTRACT EXCLUSION

This insurance does not apply, nor do we have a duty to defend any claim or "suit" for "bodily injury," "property damage," personal injury or advertising injury arising directly or indirectly out of the following:

1. breach of express or implied contract;
2. breach of express or implied warranty;
3. fraud or misrepresentation regarding the formation, terms or performance of a contract; or
4. libel, slander or defamation arising out of or within the contractual relationship.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: EMX0316178

Mt. Hawley Insurance Company
Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS LIMITATION

OCCURRENCE

This insurance is modified by the following provisions:

- A.** This insurance does not apply to any liability arising out of:
1. Operations performed by or on behalf of any joint venture of which the insured is a member;
 2. Any project insured under a "wrap-up" or similar rating plan; or
 3. The rendering or failure to render any professional services by or for the insured including the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications, and any supervisory, inspection, architectural, surveying or engineering services; and
- B.** It is further agreed, that except to the extent coverage is provided by underlying insurance at the limits stated in the Schedule of Underlying Insurance, this policy shall not apply to:
1. Any liability assumed by the insured under any contract or agreement.
 2. "Property damage" arising out of:
 - a. Blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment;
 - b. The collapse of or structural injury to any building or structure due to:
 - (1) Grading of land, excavation, burrowing, filling or back-filling, tunneling, pile driving, cofferdam work or caisson work; or
 - (2) Moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof; or
 - c. Injury to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, excavating, drilling, burrowing, filling, backfilling or pile driving.
 3. Any liability for "property damage" to property leased by, used by, or in the care, custody or control of any insured or as to which any insured is for any purpose exercising physical control.
- C.** The following additional definition applies:
- "Wrap-up" means any agreement or arrangement under which all the contractors working on a specified project are insured under one or more policies issued by a specified insurer for liability arising out of the project.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CONTRACTING EXCLUSION

This insurance does not apply to any liability for **Construction Professionals** doing work in the State of Colorado arising out of:

- 1. Construction Activities** performed by or on behalf of any **insured**; or
- 2. Construction Agreements** signed by or agreed to by the Insured.

As used in this endorsement,

Construction Professionals includes: Contractors; subcontractors; architects; engineers; construction managers, supervisors and inspectors; and prior owners of commercial properties at the time the work was performed.

Construction Agreement shall be defined as any contract, subcontract, purchase order or agreement to provide materials, services or labor for the construction, alteration, renovation, repair, maintenance, design, planning, supervision, inspection, testing or observation of any building, building site, structure, highway, street, roadway bridge, viaduct, water or sewer system, gas or other distribution system, or any other work dealing with construction, or for any moving, demolition, or excavation connected with such construction.

Construction Activities shall be defined as any activities performed under a "construction agreement" whether written or unwritten and without regard to the enforceability of the "construction agreement".

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Mt. Hawley Insurance Company
Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTINUOUS OR PROGRESSIVE INJURY
AND DAMAGE EXCLUSION**

This insurance does not apply to any damages because of or related to "bodily injury," "property damage" or "personal and advertising injury":

1. Which first existed, or alleged to have first existed, prior to the inception date of this policy; or
2. Which were or were alleged to be, in the process of taking place prior to the inception date of this policy, even if the actual or alleged "bodily injury," "property damage" or "personal and advertising injury" continues during this policy period; or
3. Which were caused, or are alleged to have been caused, by the same condition which resulted in "bodily injury," "property damage" or "personal and advertising injury" which first existed prior to the inception date of this policy.

We shall have no duty to defend any insured against any loss, claim, "suit," or other proceeding alleging damages arising out of or related to "bodily injury," "property damage" or "personal and advertising injury" to which this endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Mt. Hawley Insurance Company
Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCRIMINATION EXCLUSION

This insurance does not apply, nor do we have a duty to defend any claim or suit, for “bodily injury,” “property damage,” “personal injury,” “advertising injury” or medical payments arising out of discrimination based on, but not limited to, race, color, creed, sex, religion, age, weight, national origin, gender, handicap, familial preference, or sexual preference.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: EMX0316178

Mt. Hawley Insurance Company
Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTH MOVEMENT EXCLUSION

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury," caused by, arising out of, relating to, resulting from, contributing to, or aggravated by any instability of land or earth or "movement of land or earth."

"Movement of land or earth" as used in this exclusion means movement in any direction, including but not limited to, rising or upheaval, expansion, subsidence, settling, sinking, slipping, falling away, tilting, caving in, eroding, shifting in horizontal or sideways direction, mud flow, mudslide or earthquake or any other movement of land or earth, regardless of cause.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: EMX0316178

Mt. Hawley Insurance Company
Peoria, Illinois 61615

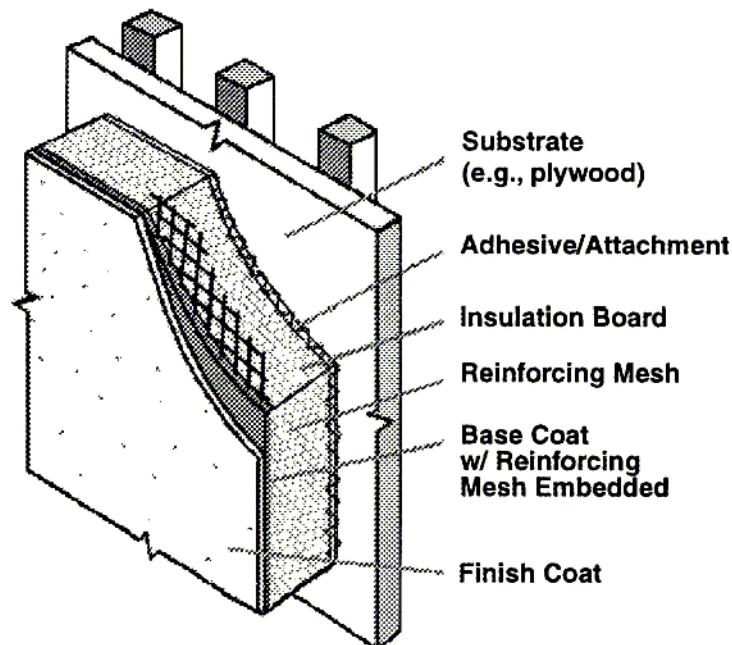
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EIFS EXCLUSION

This insurance does not apply to "property damage" actually or allegedly resulting from, arising out of, or in any way related to the application or manufacture of any exterior insulation finish system ("EIFS"), or any product that is a component of an EIFS system.

EIFS typically consist of the following components:

- insulation board, made of polystyrene or polyisocyanurate foam, which is secured to the exterior wall surface with a specially formulated adhesive and/or mechanical attachment.
- a durable, water-resistant base coat, which is applied on top of the insulation and reinforced with fiber glass mesh for added strength.
- an attractive and durable finish coat - typically using acrylic co-polymer technology - which is both colorfast and crack-resistant.



ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: EMX0316178

Mt. Hawley Insurance Company
Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS LIABILITY EXCLUSION

This policy does not apply to "bodily injury" to:

- 1.** An "employee" of any insured arising out of and in the course of:
 - a.** Employment by the insured; or
 - b.** Performing duties related to the conduct of the insured's business; or
- 2.** The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **1.** above.

This exclusion applies:

- 1.** Whether the insured may be liable as an employer or in any other capacity; and
- 2.** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion shall also apply to liability assumed by the insured under an "insured contract."

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Mt. Hawley Insurance Company
Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYMENT DISCRIMINATION AND
EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This insurance does not apply to any liability, defense costs, fines or damages which arise out of any:

1. Refusal to employ;
2. Termination of employment;
3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment-related practices, policies, acts or omissions; or
4. Consequential **bodily injury** or **personal injury** as a result of 1. through 3. above.

This exclusion applies whether an **insured** may be held liable as an employer or in any other capacity and to any obligation of an **insured** to share damages with or to repay someone else who must pay damages because of the injury.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Mt. Hawley Insurance Company
Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RESIDENTIAL DEVELOPMENTS

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising from "your work" on residential developments. However, this exclusion does not apply if:

1. "Your work" on residential developments:
 - a. Is performed for the individual dwellings owners; and,
 - b. Commences after the individual dwelling and its improvements were completed and certified for occupancy; and,
 - c. Replaces no more than fifty percent (50%) of the original square footage of that individual dwelling or its improvements in the course of your operations;
2. "Your work" consists solely of maintenance or landscaping work on a condominium project, commences after such project was certified for occupancy, and does not involve (a) the regrading of land, (b) work on irrigation or sprinkler systems or (c) work on the exterior of the building that could affect the watertight integrity of the building; or,
3. The work is performed on apartment complexes.

As used in this endorsement:

1. Residential developments includes but is not limited to:
 - a. Single family dwellings, multi-family dwellings (including condominiums), or projects involving one or more single family dwellings and/or multi-family dwellings including but not limited to subdivisions;
 - b. Improvements, outbuildings or other structures, driveways, retaining walls, sewer and water lines, parking lots, fences, swimming pools and landscaping adjacent to or associated with single or multi-unit dwellings (including condominiums) or subdivisions; or
 - c. Any project involving the conversion and/or the subdivision of any structures or properties at any time including, but not limited to:
 - (i) The conversion of apartment buildings into condominiums, cooperatives, townhomes, townhouses or any other form of multi-unit development, or
 - (ii) The conversion of condominiums, cooperatives, townhomes, townhouses or any other form of multi-unit development into apartment buildings.
2. Condominium project means a building or project where (a) separate ownership of individual units in a multiple-unit building or buildings is intended, (b) there is joint ownership of the common parts of the property, such as the grounds and building structure(s), and (c) some or all of the units are used for residential purposes.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: EMX0316178

Mt. Hawley Insurance Company
Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY EXCLUSION

This policy does not apply to any liability for which any insured or his indemnitee may be held liable by reason of:

1. Causing or contributing to the intoxication of any person;
2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies:

1. Only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages; or
2. If you are not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages, you are the owner or lessor of premises used for such purposes and are found responsible, by reason of the selling, serving or providing any alcoholic beverage in violation of any statute, ordinance or regulation.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Mt. Hawley Insurance Company
Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD, MILDEW AND FUNGUS EXCLUSION

In consideration of the premium for which this policy is issued, this insurance does not apply to, and we are not obligated to defend any loss, claim, **suit** or other proceeding for:

- 1) Actual or alleged **bodily injury, property damage or personal injury**, including death at any time resulting therefrom, caused by the actual, alleged or threatened existence of, presence of, exposure to, inhalation of, ingestion of, contact with or absorption of any mold, mildew, "fungus" or decaying substance, or
- 2) Any loss, cost or expense arising out of the diminution in value, loss of market value, loss of use, monitoring, treatment, neutralizing, removal or abatement of any mold, mildew, "fungus" or decaying substance alleged to be causative or potentially causative of **bodily injury, property damage or personal injury**.

"Fungus" includes any mycotoxins, spores, scents or byproducts produced or released by fungi.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL EXCESS UMBRELLA LIABILITY POLICY

A. Paragraph I. of SECTION IV. CONDITIONS is replaced by the following:

I. Legal Action Against Us

1. Except as provided in Paragraph 2., no legal action shall be brought against us unless the insured has fully complied with all terms of this policy. In addition, no legal action shall be brought against us until the amount of the insured's obligation to pay has been finally determined. The insured's obligation to pay must be finally determined either by judgment against the insured after actual trial or by written agreement between us, the insured and the claimant.
2. With respect to bodily injury claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within sixty (60) days after we deny coverage or do not admit liability, we or an insured:

- a. Brings an action to declare the rights of the parties under the policy; and
- b. Names the injured person, someone acting for the injured person or other claimant as a party to the action.

B. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this policy shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: EMX0316178

Mt. Hawley Insurance Company
Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PUNITIVE DAMAGES
FOLLOWING FORM**

This policy does not apply to any liability of an insured for punitive or exemplary damages, fines or penalties, unless such liability is covered by valid and collectible underlying insurance as described in the Schedule of Underlying Insurance for the full limit shown.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Mt. Hawley Insurance Company
Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA EXCLUSION

This insurance does not apply to any damages, judgments, settlements, loss, costs or expenses that:

1. May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "silica hazard"; or
2. Arise out of any request, demand or order to test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "silica hazard"; or
3. Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "silica hazard."

As used in this exclusion, "silica hazard" means an exposure or threat of exposure to the actual or alleged properties of silica and includes the mere presence of silica in any form.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: EMX0316178

Mt. Hawley Insurance Company

Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT ENDORSEMENT

It is understood and agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America. The foregoing shall not constitute a waiver of the right of the Company to remove, remand or transfer such suit to any other court of competent jurisdiction in accordance with the applicable statutes of the state or United States pertinent hereto. In any suit instituted against them upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon the Superintendent, Commissioner, or Director of Insurance or other person specified for that purpose in the statute or his successor or successors in office as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this contract of insurance.

The Company hereby designates Michael J. Stone, President,

Mt. Hawley Insurance Company

9025 N. Lindbergh Drive, Peoria, Illinois 61615 as the person to whom the said Superintendent, Commissioner, or Director of Insurance is authorized to mail such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the state or jurisdiction in which a cause of action under this contract of insurance arises.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: EMX0316178

Mt. Hawley Insurance Company
Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY
EXCESS LIABILITY (FOLLOWING FORM)
EXCESS UMBRELLA LIABILITY
COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to any loss, claim, "suit" or other proceeding which alleges "Bodily Injury," "Property Damage," "Personal Injury" or "Advertising Injury" caused directly or indirectly by or arising from "Terrorism."

"Terrorism" includes but is not limited to:

- A. Acts or threatened acts of violence, hostility or criminal conduct by a foreign or domestic enemy, whether or not war has been declared;
- B. The disruption or threatened disruption of financial, governmental, transportation, communication, computer or utility services which appears to be for political, religious, economic, ecological or racial ends;
- C. The use or threatened use of force, violence or criminal conduct which appears to be for political, religious, economic, cultural, ethnic, ecological or racial ends;
- D. The use or threatened use of force, violence or criminal conduct for the apparent purpose of or with the result of harming or intimidating a civilian population;
- E. The use or threatened use of biological or chemical or nuclear substances for the apparent purpose of or with the result of harming or intimidating a civilian population;
- F. Any act or threatened act of force, violence or criminal conduct by any person or persons acting on behalf of or in connection with any organization with a stated goal of overthrowing or influencing the policy of any government, whether lawful or otherwise; or
- G. Any act or threatened act of force, violence or criminal conduct which has been labeled, identified or described as a terrorist act by the executive branch of the United States government.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Mt. Hawley Insurance Company
Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE ENDORSEMENT

Endorsement Effective Date: 06/25/2012 (12:01 a.m.)

Endorsement Number: 1

Vanquish Contracting Corp.

<input type="checkbox"/>	Additional Premium	\$
<input type="checkbox"/>	Return Premium	\$
<input checked="" type="checkbox"/>	Nil	\$
<input type="checkbox"/>	CA Surcharge	\$ _____
	Total	\$

IT IS UNDERSTOOD AND AGREED THAT:

- | | | |
|--|---|---|
| <input type="checkbox"/> 1. Premium | <input type="checkbox"/> 7. Coverage | <input type="checkbox"/> 13. Coverage Is Cancelled |
| <input type="checkbox"/> 2. Deposit Premium | <input type="checkbox"/> 8. Inception Date | <input type="checkbox"/> Short Rate |
| <input type="checkbox"/> 3. Minimum Premium | <input type="checkbox"/> 9. Expiration Date | <input type="checkbox"/> Pro Rate |
| <input type="checkbox"/> 4. Rate | <input type="checkbox"/> 10. Terms | <input type="checkbox"/> Minimum Premium Applies |
| <input type="checkbox"/> 5. Installment | <input type="checkbox"/> 11. Name Of Insured | <input type="checkbox"/> 14. Additional Insured
But Only As Respects
The Operations Of
The Named Insured |
| <input type="checkbox"/> 6. Audit | <input checked="" type="checkbox"/> 12. Address Of Insured | |
| <input type="checkbox"/> Is Charged For
The Period: | <input checked="" type="checkbox"/> Is Amended To Read As
Follows: | |

The Insured's mailing address has been amended to:

56 - 02 Arnold Avenue
Maspeth, NY 11378

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.